vehicles and pedestrians on the road, and expresses the opinion that this care is as great if not greater than that required of motormen operating electric street cars. The court says it is the duty of a chauffeur on a public highway in a populous city to keep vigilant watch ahead for vehicles and pedestrians, and on the first appearance of danger to take proper steps to avoid an accident.

Powers of Religious Societies.—The right of a Spiritualist organization to use its property as a summer resort and provide for the holding of camp meetings is upheld by the Massachusetts Supreme Court in Nye *v.* Whittemore, 79 Northeastern Reporter, 253. The court holds that the act incorporating the association permitted it to hold personal and real property and specify that a wharf, hotel or other public buildings might be erected, and that such buildings should for the purpose of taxation be considered real estate. The holding of camp meetings upon the premises seems to be the objectionable point, but the court maintains that the legislature seemed to have in mind such meetings from the wording of the act of incorporation.

Ill Health as Defense to Marriage Contract.—Whether a man is justified in breaking a marriage promise by the fact that the woman is suffering from tuberculosis is raised in the case of Grover *v.* Zook, 87 Pacific Reporter, 638, and the Supreme Court of Washington comes to the conclusion that in view of laws enacted for preventing the spread of consumption, and on the ground of public policy, the breaking of a promise under such conditions is justifiable, even though he knew that the woman was infected with consumption at the time the engagement was made.

Breach of Warranty in Insurance Policy.—The efforts of insurance companies to show breaches of warranties often lead to unusual contentions, but the case of Scofield's Adm'x *v.* Metropolitan Life Ins. Co., 64 Atlantic Reporter, 1107, probably represents the limit. The company showed that a brother of the insured had received a letter from him mailed in Colorado, and as a result contended that they be permitted to argue to the jury that California and Colorado were resorts for consumptives, and on appeal contended that the court should take judicial notice of the fact that Colorado was the place to which consumptives resort. The Supreme Court of Vermont, however, refuses to sustain these contentions, and points out that the mere fact that a letter had been mailed in Colorado by the insured would have no tendency to prove that the insured even resided in Colorado, much less a tendency to prove that he had consumption. The court adds that it would hesitate to hold that a temporary or permanent residence in Colorado would have a tendency to prove that the insured was suffering from consumption.